## IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF OHIO

IN RE: : CHAPTER 13 PROCEEDING

WILLIAM LUKE ECKARD : CASE NO. 08-62626

VICKI LYNN ECKARD : JUDGE RUSS KENDIG

DEBTOR(S) : ORDER CONFIRMING PLAN

The Chapter 13 AMENDED plan in this case filed as attached came on for confirmation at a hearing before the Court. Based upon the papers filed in this case, information presented by the Standing Chapter 13 Trustee (the "Trustee") and such other matters, if any, presented by the debtor (or debtors in a joint case) (the "Debtor"), Debtor's counsel, any objections or any other interested party, the Court finds that:

1. Notice of the confirmation hearing was duly given.

2. The Plan complies with applicable provisions of Title 11 of the United States Code (the "Bankruptcy Code").

## IT IS THEREFORE ORDERED THAT:

- 1. The Plan is confirmed in all respects not contrary to prior or subsequent orders of the Court.
- 2. The Debtor shall not incur additional debt exceeding \$500.00 in the aggregate without notice to the Trustee and the approval of the Court.
- 3. The Debtor shall not transfer any interest in real property without the Court's approval.
- 4. All property of the estate scheduled in accordance with Bankruptcy Rule 1007(h), vest in the debtor(s) pursuant to 11 USC Section 1327(b). All property of the estate that is not properly scheduled or any property that is acquired subsequent to the filing of the petition does not vest to the debtor(s) and remains property of the estate unless Court ordered.
- 5. The attorney for the Debtor is allowed a total fee of \$1,500.00 of which \$0.00 has been paid. The balance will be paid pursuant to the Court's administrative order regarding Attorney fees.

Very Russ Kendig
United States Bankruptcy Judge

APPROVED:

Poby L. Rosen, Chapter 13 Trustee

Service List

WILLIAM LUKE and VICKI LYNN ECKARD 3531 DAPPLEGRAY ST CANTON, OH 44709

MILLER & HORNBROOK 1400 MARKET AVE N CANTON, OH 44714

FIRSTMERIT MORTGAGE CORP C/O AMY M BLYTHE, ESQ 24755 CHAGRIN BLVD, STE 200 CLEVELAND, OH 44122-5690

## **FILED**

## 2008 Nov 14 PM 01:58

CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF OHIO CANTON

		· ·		NORTHERN DIST	
and the second s			under Filmann (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) Canadaman (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1906) (1		And the second second second second
			BANKRUPTCY COURT DISTRICT OF OHIO	A CONTRACTOR OF THE CONTRACTOR	
	ln re:	and the second s	) Judge Russ Kendig		
	Villiam Luke Eckard		) Case No. 08-62626		
	/icki Lynn Eckard		) ) Chapter 13 Form Plai		
agas i sakara sa sa sa sa Lingga salamba sakara	Debtor(s)		First Amended		enia in terretario de la composición d La composición de la
	upon a form plan ador Special Provisions (par review the form plan	oted in this court. The fu agraph 1) are deviations fro at www.ohnb.uscourts.gov	Interest in this bankruptcy case. If length form controls over the on the form and should be read you.  The letters and numbers in which the data would be inse	ne terms of this summary.  with special care. You may  n parentheses in this plan	and the second second second second
person of the second se	The second control of				
	1. SPECIAL PR	en consequent contract contrac	otherwise paid through the plan	shall survive discharge a	nd shall
	e subject to further orde				
	en its este alt i valente til 187 givet i 1 Hjoris en i til stalle til 187 givet til 1			To Marketine in the Control of the American Amer	e de salar par la terro do d O a la como de la cigno
				The second secon	
					The second secon
					AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
	☐ Continued on a	ittached separate page(s).			
	2. 13 % to gen	eral unsecured creditors (	E9)		
	The Land of the Control of the Contr	pired leases and executory			
and the second of the second o	3. Assumed unex <sub>1</sub> Creditor		Description of asset or contract		A STATE OF THE STA
					The state of the s
					That have a second of the seco
na na mana aya kasa mana mana ayan mana	Continued on a	Hached separate page(s).	eemed rejected.		
	All other leases	and executory contracts c	leemed rejected.		
					Control of the contro
1					-

4	. Mortgages or Jud	gment Liens - On	going Monthly Payment (	C, E3, E6)						
	Creditor	Order o	Order of Proposed To be paid by debtor,		y trustee					
Fi	stmerit	110111y	3531 Dapplegray St	Pymt/Mo. or stripped & not secured \$1,100.0 Paid by debtor	<u>d</u>					
	stmerit	2nd	3531 Dapplegray St	\$125.00 Stripped AND not secured	/					
<del></del>		3rd	cost pappingialy of	Tizers Support / With Hot decarded						
	Continued on attack	ched separate pag	e(s).		<del> </del>					
	Mortgage Arrears		Dagan, a Birliness II. de artalines es an Dagan europasem i de garerras es a a	as en la propriata de la passa de la companya de l La companya de la co	and the same					
	And the second s	(1947)								
	Creditor	. 1 1 2 <u>a.                                    </u>	Estimated Amount	<u>Rate</u> (%)						
		<u>an alikulan oli tulelila erekeen van.</u> • muus erekeen van on	i garang seberah bandan di kabupatèn dan kebasah dan kebasah dan kebasah dan kebasah dan kebasah dan kebasah d Referensi	andra de la companya de la companya Na companya de la co						
	Continued on attac	hed separate page	e(s).							
	<ul><li>(4) 1. (1) 14 (15) 24 (15) 4</li></ul>	·····································								
	Creditors who do	not naree to reta	of intornet mont ablant	Creditors who do not agree to rate of interest must object to confirmation or the rate in this						
	Creditors who do	not agree to rate	of interest must object	to confirmation or the rate in this						
	paragraph is deen	ned to be absolut	of interest must object te on confirmation. The	to confirmation or the rate in this amount of arrearage is subject to						
	Creditors who do paragraph is deen contrary proof of	ned to be absolut	e of interest must object te on confirmation. The	to confirmation or the rate in this amount of arrearage is subject to						
	paragraph is deen contrary proof of	ned to be absolut claim.	te on confirmation. The	amount of arrearage is subject to						
6.	paragraph is deen contrary proof of Secured Non-Morta	ned to be absolut claim.	e of interest must object te on confirmation. The paid-full-current-balance-(	amount of arrearage is subject to						
	paragraph is deen contrary proof of	ned to be absolut claim.	te on confirmation. The	amount of arrearage is subject to						
	paragraph is deen contrary proof of Secured Non-Morta	ned to be absolut claim. gage-claims to be	te on confirmation. The	amount of arrearage is subject to						
	paragraph is deen contrary proof of Secured-Non-Morte	ned to be absolut claim.  gage-claims to be: Polaris 2003	te on confirmation. The	amount of arrearage is subject to						
6	paragraph is deen contrary proof of  Secured Non-Morta  Creditor:  Date Incurred:  Collateral:	ed to be absolut claim.  gage-claims to be Polaris 2003 2003 Polaris Sp	te on confirmation. The	amount of arrearage is subject to						
	paragraph is deen contrary proof of  Secured Non-Morta  Creditor:  Date Incurred:  Collateral:  Monthly Payment:	red to be absolut claim.  gage claims to be Polaris  2003  2003 Polaris Sp \$50.00	te on confirmation. The	amount of arrearage is subject to						
	paragraph is deen contrary proof of  Secured Non-Morta  Creditor:  Date Incurred:  Collateral:	ed to be absolut claim.  gage-claims to be Polaris 2003 2003 Polaris Sp	te on confirmation. The	amount of arrearage is subject to						
6	paragraph is deen contrary proof of  Secured Non-Morta  Creditor:  Date Incurred:  Collateral:  Monthly Payment:	red to be absolut claim.  gage claims to be Polaris  2003  2003 Polaris Sp \$50.00  6.50	te on confirmation. The	amount of arrearage is subject to						
	paragraph is deen contrary proof of  Secured Non-Morta  Creditor:  Date Incurred:  Collateral:  Monthly Payment:  Interest Rate:  Estimated Balance:	red to be absolut claim.  gage claims to be Polaris  2003  2003 Polaris Sp \$50.00  6.50  \$1,600.00	paid-full-current-balance	amount of arrearage is subject to						
	paragraph is deen contrary proof of  Secured Non-Morta  Creditor:  Date Incurred:  Collateral:  Monthly Payment:  Interest Rate:  Estimated Balance:	red to be absolut claim.  gage claims to be Polaris  2003  2003 Polaris Sp \$50.00  6.50  \$1,600.00	paid-full-current-balance	amount of arrearage is subject to  (E5)						
	paragraph is deen contrary proof of  Secured Non-Mortal Creditor:  Date Incurred:  Collateral:  Monthly Payment:  Interest Rate:  Estimated Balance:  Continued on attach	red to be absolut claim.  gage-claims to be: Polaris 2003 2003 Polaris Sp \$50.00 6.50 \$1,600.00	paid-full-current-balance-(	amount of arrearage is subject to						
	paragraph is deen contrary proof of  Secured Non-Mortal Creditor:  Date Incurred:  Collateral:  Monthly Payment:  Interest Rate:  Estimated Balance:  Continued on attach	red to be absolut claim.  gage-claims to be: Polaris 2003 2003 Polaris Sp \$50.00 6.50 \$1,600.00	paid-full-current-balance-(	amount of arrearage is subject to  (E5)						
	paragraph is deen contrary proof of  Secured Non-Mortal Creditor:  Date Incurred:  Collateral:  Monthly Payment:  Interest Rate:  Estimated Balance:  Continued on attach	red to be absolut claim.  gage-claims to be: Polaris 2003 2003 Polaris Sp \$50.00 6.50 \$1,600.00	paid-full-current-balance-(	amount of arrearage is subject to  (E5)						
	paragraph is deen contrary proof of  Secured Non-Mortal Creditor:  Date Incurred:  Collateral:  Monthly Payment:  Interest Rate:  Estimated Balance:  Continued on attach	red to be absolut claim.  gage-claims to be: Polaris 2003 2003 Polaris Sp \$50.00 6.50 \$1,600.00	paid-full-current-balance-(	amount of arrearage is subject to  (E5)						
	paragraph is deen contrary proof of  Secured Non-Mortal Creditor:  Date Incurred:  Collateral:  Monthly Payment:  Interest Rate:  Estimated Balance:  Continued on attach	red to be absolut claim.  gage-claims-to-be- Polaris  2003  2003 Polaris Sp \$50.00  6.50  \$1,600.00  sed separate page(:	paid-full-current-balance-(	amount of arrearage is subject to  (E5)						

	Liens to be crammed down-but-not stripped. (E7)
	and pagest by tap de leath the constitue of the best of the constitue of the state of the constitue of the stat Table of the constitue of
and the second s	Creditor:
	Date Incurred:
in de la Constantina de la Constantina La constantina de la	Collateral:
ang a samula.	Monthly Payment:
14. 12.2 5.2 2.4.2 2.4.	Interest Rate:
***	Secured Value:
	Continued on attached-separate page(s).
	Creditors who do not agree to date incurred, collateral description, monthly payment, interest rate or secured value must object to confirmation or the treatment in this paragraph is deemed to be absolute upon confirmation, except statutory tax liens, which will be paid as allowed.
<b>8.</b>	Priority Claims to be paid in full and estimated as follows (E8)
la escención de la come la como despetado en la latino apos de marcolati	Creditor Source & Year Amount
	Continued on attached separate page(s).
9.	Payments to Trustee (D)
	The debtor will pay to the trustee \$ 300.00monthly for a minimum of 36months, or all future disposable income, whichever is greater. Payments shall-be-by——————————————————————————————————
and the second second second second	

	Attorney-Fees are pursuant to the current Administrative Order. Any deviation is in Special Provisions. (E)				
	Provisions. (E)				
		and the second s			
	/s/ William Luke Eckard	/a/ Vicki Lynn Eckard			
	Debtor's Signature - Name typed below	Debtor's Signature - Name typed below			
	/s/ William Luke Eckard	/s/ Vicki Lynn Eckard			
a sa	/s/ John H. Hornbrook	en e			
and the second of the second o	Attorney's Signature - Name (state bar #), ad	dress, and phone typed below			
· · · · · · · · · · · · · · · · · · ·	/s/ John H. Hornbrook #0019917				
	1400 N. Market Avenue				
	Canton, Ohio 44714				
	(330) 456-0091				
en e	i de la compania de La compania de la co				
iyan dalan da ili mari bilanda da da da Mari a da da ya Abiya da	er magazaran da panguaran menanguaran mengular da panguaran da panguaran berangga da panguaran berangga da pan Da pangga mangga berangga ber	epak Marik aterondek jerak sala sama ili kecemanak ina serah kapak pulimbuli, ali dinggalah serbasai Salah persempili ngalapan seri dan serapa serah kapit sama sangan pelangan pengangan serias pengah persembang			
A STATE OF THE PROPERTY OF THE PARTY OF THE		TO THE RESIDENCE OF THE PROPERTY OF THE PROPER			
		and former and former. The second management region is also and the second and a second of the second and an analysis of the second and the s			
en en la maria de mastrales de estados en es					
		ranta de la companya			